

EXHIBIT A

AGREEMENT TO PROVIDE LEGAL SERVICES

This agreement is made between the client, David A. Joffe, davidajoffe@gmail.com, 516-695-7086, and JAVERBAUM WURGAFT HICKS KAHN WIKSTROM & SININS, P.C., 505 Morris Avenue, Springfield, New Jersey 07081, referred to as the "Law Firm" or "the Firm." As set forth below, we have agreed to represent you in attempting to negotiate a settlement for you in connection with the termination of your employment by King & Spalding LLP. If our negotiation efforts are unsuccessful then, subject to the terms set forth below, we will represent you in filing a lawsuit on your behalf.

I. Fees

A. Negotiation phase

Our law firm's fee shall be \$2,500. In addition, we shall be entitled to an additional fee of 25% of any settlement above the current offer of \$132,000, minus the \$2,500. The calculation for purposes of our fee shall be on the gross amount of the settlement, before deductions for taxes and other withholdings.

B. Litigation phase

Unless we determine that the facts are materially different than you indicated, or your claim(s) cannot, or should no longer, be prosecuted, we will file a lawsuit on your behalf. You agree to pay the firm the following: one (1) payment of \$5,000 which shall be made prior to filing a lawsuit, and then, after we file suit, monthly payments of \$1,250 for twelve (12) months on the first day of each month.

In event that we are able to obtain a settlement, our fee will be thirty-three and a third (33 1/3%) of any such settlement, minus whatever fees you have paid during the litigation phase. In the event that we reach a settlement after filing opposition to a motion for summary judgment, our fee shall be thirty-six (36%) of whatever we recover on your behalf minus whatever fees you have paid during the litigation phase. In the event that we reach a settlement within ten (10) days or less of trial, our fee will be forty percent (40%) of whatever we recover on your behalf minus whatever fees you have paid during the litigation phase

The court may allow you as a prevailing party to apply to the court for an attorney fee award against the defendant. It is also possible that, as part of any settlement, defendant will agree to pay our attorneys fees. If this matter goes to trial, and we are successful, we will apply for a fee award on your behalf. If defendant is ordered to or agrees to pay fees to us, they will be deducted from the amount you would owe the firm under the contingency formula described above. If we receive a fee award that equals or exceeds the amount that you would owe the firm in accordance with the contingency formula, our fee shall be the amount of the award.

2. **Costs and Expenses.** In addition to legal fees, you must pay the following costs and expenses: investigator fees, court reporting costs, expert fees, filing/recording fees, messenger services, court costs, photocopying charges, postage and any other necessary expenses in this matter.

3. **Your Responsibility.** You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may ask the Court for permission to withdraw from representing you. The Law Firm will also withdraw at your request. Upon your request for the Firm to terminate Work, the Firm shall send You a final bill for fees and costs accrued to that time.

I will keep you advised of all significant developments as they occur. If, as the matter progresses, you have any questions about any aspect of our arrangement or the conduct of the matter generally, please feel free to raise those questions with me at any time.

Please note that, if we determine, in our sole and absolute discretion, that the facts, as revealed during discovery, are materially different than you indicated, or your claim(s) cannot, or should no longer, be prosecuted, or if you do not accept our recommendations regarding settlement, then, in such event, you shall permit us to withdraw or execute a Substitution of Attorney in favor of your new counsel, and recognize our attorneys' lien for services rendered.

Please make absolutely certain that all potentially relevant documents and data have been searched for, collected and preserved. "Documents and data" means not only hard copy documents, but also audio recordings, videotape, email, instant messages, text messages, postings on websites or other social media sites such as Facebook, word processing documents, spreadsheets, databases, calendars, telephone logs, internet usage files and all other electronically stored information ("ESI"). To avoid the possible inadvertent disposal of ESI, you must secure and preserve all documents and files on databases, computers, computer systems, as well as on personal digital assistants, handheld wireless devices, mobile telephones, paging devices, and audio systems such as voicemail. This is true regardless of whether you believe said documentation or materials could potentially harm your case.

In addition, you are required to make reasonable efforts to find another job. Please make absolutely certain to keep a record of these efforts and to preserve all evidence (such as cover letters, emails and applications) relating to these efforts.

4. **No Guarantee.** The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

5. **Signatures.** You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

JAVERBAUM WURGAFT HICKS
KAHN WIKSTROM & SININS

By: /s/ Andrew M. Moskowitz
Andrew M. Moskowitz

DAVID JOFFE

By: David A. Joffe

A handwritten signature in black ink, appearing to read "DAVID JOFFE". The signature is fluid and cursive, with the first name "DAVID" and the last name "JOFFE" clearly legible.

EXHIBIT B

Joffe, David
Case #: 228739 ()

Case Type: MSL-REV
Class: SPG

DOI: 00/00/0000
Assigned: ANDREWMM

LimDate:
Date Opened: 01/25/2017

7/13/2018 10:49 AM

Page 1 of 4

Value Code Report

Value Code	Dates of Service	Provider Of Service	Total Amount
CASEEXP	10/24/2017 - 10/24/2017 Transit	Moskowitz, ESQ, Mr. Andrew	14.50
CASEEXP	10/26/2017 - 10/26/2017 Transit	Moskowitz, ESQ, Mr. Andrew	14.50
CASEEXP	10/30/2017 - 10/30/2017 Reimbursement 10/24 & 10/26/2017	Moskowitz, ESQ, Mr. Andrew	29.00
CASEEXP	11/3/2017 - 11/3/2017 NJ Transit & Path	Moskowitz, ESQ, Mr. Andrew	16.50
CASEEXP	11/7/2017 - 11/7/2017 NJ Transit & Path	Moskowitz, ESQ, Mr. Andrew	16.50
CASEEXP	6/1/2018 - 6/1/2018 NJTranist	Moskowitz, ESQ, Mr. Andrew	10.50
CASEEXP	6/1/2018 - 6/1/2018 Parking	Moskowitz, ESQ, Mr. Andrew	10.50
<u>SUBTOTAL FOR CASEEXP</u>			<u>\$ 112.00</u>
CEX	Inv# 45940	Discovery Litigation Services, LLC	800.72
CEX	Inv#. 45892	Discovery Litigation Services, LLC	1,491.69
CEX	Inv. 45873	Discovery Litigation Services, LLC	3,397.47
CEX	invoice- expert witness	Kamisar Legal Search, Inc.	0.00
CEX	Inv# 36264	Sobel Tinari Economics Group	0.00
CEX	NJ3158255	Veritext New Jersey Reporting Co.	0.00
CEX	2/13/2017 - 2/13/2017	Westlaw	8.48
CEX	3/9/2017 - 3/9/2017	Westlaw	20.74
CEX	5/8/2017 - 5/8/2017 NYSD CM ECF fee - DLW Amex card	Springfield Office	400.00
CEX	5/12/2017 - 5/12/2017 Job# 1713140	Inter County Judicial Services	65.00
CEX	5/15/2017 - 5/15/2017	PACER Service Center	15.10

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7/13/2018 10:49 AM

Page 2 of 4

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CEX	5/23/2017 - 5/23/2017 Job#1713140	Inter County Judicial Services	65.00
CEX	7/28/2017 - 7/28/2017 Parking & Transportation	Moskowitz, ESQ, Mr. Andrew	20.50
CEX	8/4/2017 - 8/4/2017	PACER Service Center	4.30
CEX	8/14/2017 - 8/14/2017 court transcript - pd with DLW's Amex	Southern District Reporters	44.28
CEX	9/8/2017 - 9/8/2017 Inv#: NJ3087748	Veritext New Jersey Reporting Co.	324.60
CEX	9/13/2017 - 9/13/2017 Parking & Transportation	Moskowitz, ESQ, Mr. Andrew	20.50
CEX	9/18/2017 - 9/18/2017 transcript - used DLW American Ex card	Southern District Reporters	68.64
CEX	10/3/2017 - 10/3/2017 Inv#: 26078	Computer Reporting NYC Inc.	1,521.85
CEX	10/20/2017 - 10/20/2017 Inv#: NJ3144471	Veritext New Jersey Reporting Co.	2,012.00
CEX	10/20/2017 - 10/20/2017 Inv#: NJ3158255	Veritext New Jersey Reporting Co.	1,305.50
CEX	10/24/2017 - 10/24/2017 Inv#: NJ3145928	Veritext New Jersey Reporting Co.	1,115.60
CEX	10/25/2017 - 10/25/2017 Inv# 36264	Sobel Tinari Economics Group	3,000.00
CEX	10/26/2017 - 10/26/2017 Inv#: NJ13146048	Veritext New Jersey Reporting Co.	674.15
CEX	10/30/2017 - 10/30/2017 Inv#: NJ3143379	Veritext New Jersey Reporting Co.	1,338.50
CEX	10/30/2017 - 10/30/2017 Inv# NJ3143379	Veritext New Jersey Reporting Co.	1,338.50
CEX	10/31/2017 - 10/31/2017 Inv#: NJ3144252	Veritext New Jersey Reporting Co.	920.00
CEX	11/1/2017 - 11/1/2017	PACER Service Center	12.80
CEX	11/22/2017 - 11/22/2017 Inv#: NJ3144252	Veritext New Jersey Reporting Co.	920.00
CEX	11/22/2017 - 11/22/2017 Inv#: NJ3146048	Veritext New Jersey Reporting Co.	674.15

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7/13/2018 10:49 AM

Page 3 of 4

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CEX	12/19/2017 - 12/19/2017 Inv#: 3144471	Veritext New Jersey Reporting Co.	2,012.00
CEX	1/23/2018 - 1/23/2018 Inv#. 10	New York State Archive	59.75
CEX	2/2/2018 - 2/2/2018 Inv#. 10	New York State Archive	59.75
CEX	2/2/2018 - 2/2/2018 Inv.# 2554	New York State Library	190.00
CEX	2/9/2018 - 2/9/2018	PACER Service Center	12.90
CEX	2/20/2018 - 2/20/2018 In# 45892	Discovery Litigation Services, LLC	1,491.69
CEX	2/20/2018 - 2/20/2018 Inv#. 45940	Discovery Litigation Services, LLC	800.72
CEX	2/21/2018 - 2/21/2018 Inv.# 2554	New York State Library	190.00
CEX	2/22/2018 - 2/22/2018 Inv#: 26078	Computer Reporting NYC Inc.	1,521.85
CEX	2/22/2018 - 2/22/2018 INV#: NJ3145928	Veritext New Jersey Reporting Co.	1,115.60
CEX	3/27/2018 - 3/27/2018 Inv# 45873	Discovery Litigation Services, LLC	3,397.47
CEX	5/16/2018 - 5/16/2018 NJ3158255	Veritext New Jersey Reporting Co.	335.75
CEX	5/18/2018 - 5/18/2018 invoice date 4/5/18	PACER Service Center	53.80
CEX	5/22/2018 - 5/22/2018 NJTransit - intern	Springfield Office	10.50
CEX	5/22/2018 - 5/22/2018 Inv#: NJ3158255	Veritext New Jersey Reporting Co.	1,305.50
CEX	5/24/2018 - 5/24/2018 Inv#: NJ3143379	Veritext New Jersey Reporting Co.	1,338.50

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7/13/2018 10:49 AM

Page 4 of 4

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Value Code	Dates of Service	Provider Of Service	Total Amount
CEX	6/15/2018 - 6/15/2018 Consultant Retainer	Kamisar Legal Search, Inc.	3,000.00
<u>SUBTOTAL FOR CEX</u>			<u>\$ 38,475.85</u>
Totals for all value codes			\$ 38,587.85

Report Criteria:

Value codes = CASEEXP,CEX

Value notes are included

Sorted by: party, value code, start date, provider name

**EXHIBITS C-T FILED *EX
PARTE* AND UNDER SEAL**